

**SAN JOAQUIN VALLEY RAILROAD
CONSTRUCTION AND MAINTENANCE AGREEMENT
CONSTRUCTION OF IMPROVED GRADE CROSSING**

MILEPOST 229.40
CITY OF REEDLEY, COUNTY OF FRESNO, STATE OF CALIFORNIA

THIS AGREEMENT made this 14 day of June, 2016, by and between the **CITY OF REEDLEY**, hereinafter called "**Roadway Authority**", and the **SAN JOAQUIN VALLEY RAILROAD CO.**, a California corporation, hereinafter called "**Railway**":

WITNESSETH:

WHEREAS, the **Railway** currently holds an interest in real property situated at or near the City of Reedley, County of Fresno, State of California, at Railroad Mile Post 229.40, Bakersfield Subdivision, and **Railway** has the right to possess and operate over that real property pursuant to a lease agreement with the Union Pacific Railroad Company ("Lease"); and

WHEREAS, in the interest of public safety, **Roadway Authority** wishes to perform roadway improvements adjacent to and at the public crossing by constructing a traffic circle which requires adding a second preemption output and other related improvements, specifically referred to as **RAILWAY's Milepost 229.40, Bakersfield Subdivision, with DOT#756859R, Railroad Project # 15SJVR03R**, hereinafter called "**Project**"; located in the City of Reedley, County of Fresno, State of California. Attached hereto and hereby made a part hereof as **Exhibit "A"** is a Project Print showing the improved at-grade crossing structure; and

WHEREAS, the **Roadway Authority** is willing to undertake the entire cost and expense of construction of the Project with City funds available for this purpose and the **Railway** is willing to consent to and assist with the work related to the implementation of the Project upon the terms and conditions herein stated and not otherwise; and

WHEREAS, said **Project** shall be constructed in accordance with plans and designs which shall be subject to the mutual approval of **Railway** and **Roadway Authority**, and

WHEREAS, the **Railway** and **Roadway Authority** hereto desire to contract with reference to the work to be done by each of those in connection therewith, the manner of the work to be performed, and the payment of costs and expense therein involved.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is mutually agreed as follows:

I. Performance of Work

The **Roadway Authority** and **Railway** will each perform various items of work as described below:

A. WORK TO BE PERFORMED AND MATERIALS FURNISHED BY EITHER **ROADWAY AUTHORITY** OR ITS CONTRACTOR AT **ROADWAY AUTHORITY** EXPENSE

1. Project Plans & Specifications and Construction
Except as otherwise herein provided, furnish all plans, engineering, supervision, labor, material, supplies and equipment necessary for construction of the Project. **Roadway Authority** shall obtain written approval from **Railway** of Project Plans & Specifications prior to construction of the Project.

2. Roadway Construction
Bear responsibility for the construction of the roadway improvements outside of the **Railway** ties and the roadway up to the edge of the railroad crossing surface to include, but not be limited to, construction of all pavement structure, pavement surface, shoulders, drainage, sidewalks, pavement striping, advance pavement markings, erosion control, tree cutting, mowing, and advance warning signs.

Work will involve construction of a traffic circle west of, and adjacent to, the crossing. Install applicable signs as required, and install applicable signals as required.

3. Subgrade Utility Construction
Bear responsibility for (i) ensuring that each utility line is installed in accordance with a written agreement with **Railway** and (ii) the construction of the new utility lines under the track to be installed as part of this project for **Roadway Authority** use. All Subgrade Utility Crossings under tracks will be installed in accordance with **Railway** requirements and specifications.

4. Maintenance of Traffic
Bear responsibility for all traffic detours, maintenance of traffic, and all other roadway modifications, permanent or temporary, necessary for **Railway** to complete crossing warning installations.

5. Schedule & Notification
Provide project construction schedule and notify **Railway** sixty (60) days prior to date **Railway** is to perform work and/or provide flagging services.

B. WORK TO BE PERFORMED AND MATERIALS FURNISHED BY THE **RAILWAY** AT **ROADWAY AUTHORITY** EXPENSE

1. Engineering and Bill Preparation
Perform preliminary and special engineering, review, and inspection, including field and office work and preparation of bills.

2. Construction
SIGNAL WORK

The **Railway**, at the **Roadway Authority's** expense, will install track circuitry, new LED lights assemblies for the flasher units, and new track wires and related crossing safety equipment at Reed Avenue, and circuit upgrades at Manning Avenue (DOT# 029922B) to accommodate the **Roadway Authority's** construction plans previously provided to the **Railway** and in accordance the attached drawing (or the latest revision) attached as **Exhibit "A"** with projected cost estimates for construction described in **Exhibit "B"**.

The estimate provided in Exhibit "B" is not intended to be a guarantee of construction costs and actual construction cost may differ based upon variables encountered at and during construction.

For the **Project**, the work will commence following the release of a Notice to Proceed from the **Roadway Authority**.

3. Flagging
Perform flagging and furnish requested services and devices during construction operations of the **Roadway Authority** or its contractor, as deemed necessary by the **Railway**. Any flagging cost or protective services performed by the **Railway** or its contractor shall be at the **Roadway Authority's** expense.

II. Construction Plans and Specifications

The **Roadway Authority** or its contractors shall perform its work in accordance with detailed plans and specifications which shall be prepared by the **Roadway Authority** or its contractors and submitted to **Railway** Manager of Public Projects for approval of those sections that are within or adjacent to **Railway's** right-of-way, affecting facility or operations of the **Railway**. No work pursuant to said plans and specifications shall be performed on the right-of-way of the **Railway** prior to receipt of notices to proceed given by the **Railway** Manager of Public Projects and authorized representative to the **Roadway Authority** engineer or their respective authorized representatives. Nothing provided in this Agreement with respect to said plans and specifications shall be construed or deemed to be ratification or an adoption by the **Railway** of either or both said plans as its own.

III. Traffic Protection and Safety

All work herein provided for, to be done by the **Roadway Authority** or its contractors on the **Railway's** right-of-way, shall be performed by the **Roadway Authority** or its contractors in a manner satisfactory to the **Railway** and shall be performed at such time and in such manner as not to interfere unnecessarily with the movement of trains or traffic upon the tracks of the **Railway**. The **Roadway Authority** or its contractors shall enter into a "Right-of-Entry Agreement" with the **Railway** prior to the first entry onto **Railway's** right-of-way. The **Roadway Authority** shall reimburse the **Railway** for all actual costs thereof, including, without limitation, both direct and indirect labor additives. The **Railway** will submit bills for flagging and other protective services and devices currently during the progress of the work contemplated by this Agreement. The **Railway** shall have one hundred twenty (120) days to submit complete billing for flagging and other protective services and devices, and the **Roadway Authority** shall pay such bills within thirty (30) days of it receipt of billing. Wherever the safeguarding of trains or traffic of the **Railway** is mentioned in this Agreement, it is intended to cover and include all users of the **Railway's** tracks having permission for such use.

IV. Compensation and Billing

For and in consideration of the sum of **Five Thousand and No/100ths Dollars (\$5,000.00)** such sum to be paid by the **Roadway Authority** to the **Railway** upon the execution and delivery of this Agreement, which are and subject to the terms and conditions of the Lease.

Railroad shall send progress billing to Roadway Authority and final billing to Roadway Authority within one hundred twenty (120) days after receiving written notice from Roadway Authority that all Project work affecting Railway's property has been completed.

Roadway Authority agrees to pay Railway for all actual costs and expenses incurred by Railway in connection with the Project including, but not limited to, all actual costs of preliminary engineering review, construction inspection, procurement of materials, equipment rental, manpower and deliveries to the job site, flagging and all direct and indirect overhead labor/construction costs.

For labor charges Roadway Authority agrees to make payments to undisputed amounts to Railway within thirty (30) days of Roadway Authority's receipt of billing from Railway. For charges for materials Roadway Authority agrees to make payments to undisputed amounts to Railway within fourteen (14) days of Roadway Agencies receipt of billing from Railway

V. Conditions, Restrictions, and Limitations

All the aforementioned rights are granted subject to the terms, provisions, conditions, restrictions, limitations, covenants, reservations and exceptions contained in this agreement, including, without limitation, those set forth in **Exhibit "C"** attached hereto and by this reference incorporated herein; and **Roadway Authority**, in the exercise of the rights and in the conduct of the **Project**, shall and will do, keep, observe and perform each and all of the terms, provisions, conditions, restrictions, limitations, covenants, reservations and exceptions.

The **Roadway Authority** shall insure that its contractor(s) obtain and provide to **Railway** evidence that such contractor(s) have procured the insurance coverage described in **Exhibit "C"**, hereto attached, covering their work on **Railway's** property covering this **Project**.

If the **Roadway Authority** contracts any work on or adjacent to **Railway's** tracks or property, the **Roadway Authority** will require such contractor(s), to the extent allowed by law, to agree in writing to: "DEFEND, INDEMNIFY AND HOLD HARMLESS **RAILWAY**, ITS AFFILIATED AND PARENT COMPANIES, AND THEIR RESPECTIVE OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITIES OF EVERY KIND (INCLUDING REASONABLE ATTORNEYS' FEES, COURT COSTS, AND OTHER EXPENSES RELATED THERETO) FOR INJURY TO OR DEATH OF A PERSON OR FOR LOSS OF OR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH ANY WORK DONE, ACTION TAKEN OR PERMITTED BY THE CONTRACTOR.

VI. Compliance with Federal Regulations

The current provisions of 23 CFR (Code of Federal Regulations) parts 646, subpart B and 23 CFR parts 140, subpart I, shall apply to the work to be done under this agreement, and said memorandum is hereby incorporated in and made a part of this Agreement by reference.

If the **Railway** enters into a contract or agreement with a contractor to perform any of the work, which the **Railway** is required to perform under the terms of this Agreement, the **Railway**, for itself, its assigns and successors in interest, agrees that it will not unlawfully discriminate in its choice of contractors.

VII. Signatory Warranty

Each signatory to this agreement certifies that he has the authority to enter into this agreement on behalf of his respective organization.

VIII. Term, Ownership, and Maintenance Responsibilities

The term of this Agreement commences on the date on the top of page one hereof and shall continue for a period not to exceed the earlier of the 12 months from the date construction commences within the **Railway's** Right-of-Way or completion of the construction of the **Project** as determined by the **Railway**. The **Roadway Authority's** obligations in the following paragraphs of this Provision and the indemnities in **Exhibit "C"** shall survive the term of this Agreement

Upon completion of the crossing, the **Roadway Authority**, at the **Roadway Authority's** expense, will be responsible for the maintenance of the highway roadbed outside of the railway ties and the roadway up to the edge of the railroad crossing surface to include but not limited to all pavement structure, pavement

surface, shoulders, drainage, sidewalks, pavement striping, advance pavement markings, erosion control, tree cutting, mowing, and advance warning signs. Concrete walkway structure is subject to conditions specified in separate concrete pathway agreement.

IX. Assignment

Neither party has the right to assign this Agreement without the consent of the other. Notwithstanding the foregoing, this Agreement shall inure to the benefit of and be binding on the parties hereto, their successors, and assigns.

X. Termination

In the event that the **Railway** abandons the tracks at this crossing through a formal process before the agency or court having jurisdiction for such abandonment proceedings and receives approval from such agency or court, all Maintenance Fees as contained in "Section VIII Term, Ownership and Maintenance Responsibilities", will terminate at the next Agreement anniversary date. No compensation or refunds will be provided to the **Roadway Authority** by the **Railway** for mid-year Agreement terminations.

XI. Construction

The **Roadway Authority** shall complete all construction within one (1) year of the execution date of this agreement. If construction has not commenced within one (1) year, this agreement becomes null and void. If construction has commenced and is not complete, the **Roadway Authority** shall provide the **Railway** a time line for the completion of the construction. The **Railway** will review the time line and determine if amendments to the terms of this agreement or supplemental agreements are required prior to the completion of construction.

XII. Buy America

Railway acknowledges that this Agreement is for a federal-aid project and **Railway** shall comply with the Buy America provisions set forth in U.S.C. Section 313 and 23 CFR 635.410, in the procurement and use of steel and iron produced in the United States, subject to the conditions therein set forth.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year hereinafter written.

WITNESS:

CITY OF REEDLEY

By: 

City Manager

APPROVED AS TO CONTENT:
CITY ENGINEER

By: 

City Engineer

APPROVED AS TO FORM:

By: 

City Clerk

Insurance: _____

COUNTERSIGNED:

By: 

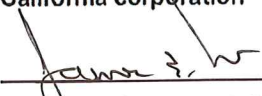
Finance Director

WITNESS:




COUNCILMAN NICKEL, ASST TREASURER

SAN JOAQUIN VALLEY RAILROAD CO., a
California corporation


Authorized Representative Signature

JAMES E. IRVIN, PRESIDENT
Authorized Representative Name (print) / Title

RE Contract:
RR Project#: 15SJVR03R
XORAIL#: VEM15-38985



Exhibit "B"
RR PROJECT # 15SJVR03R
Preliminary Cost Estimate for Total
Railroad costs of Construction of
PROJECT to Roadway Authority

RE Contract: _____
RR Project#: 15SJVR03R
XORAIL#: VEM15-38985



a Genesee & Wyoming Company

Estimate No: 755659R - 12/22/2015

SAN JOAQUIN VALLEY RAILROAD (SJVR)

Reedley, (Fresno), CA - "Reed Ave"

DOT# : 756859R
RR MP.: BC-229.40

(PACIFIC) Region
EXETER Subdivision

RAILROAD # : RP#
XORAIL# : VEM15-38985

Summary

CROSSING WARNING SYSTEM (Includes all design, requisition, labor, materials, shop wiring, and installation)	\$167,772.05
CROSSING SURFACE/RESURFACE (Includes all design, requisition, labor, materials, and installation)	\$0.00
TRACK GRADE AND REHABILITATION (Includes all design, requisition, labor, materials, and installation)	\$0.00
PRELIMINARY ENGINEERING (Phase 1) (Includes CONTRACT Labor for all Engineering, Agency Coordination, and Project Management)	\$7,622.00 (\$3000 Pre)
AGREEMENTS & APPROVALS (Phase 2) (Includes CONTRACT Labor for all Engineering, Agency Coordination, and Project Management)	\$6,533.00
CONSTRUCTION ENGINEERING (Phase 3) (Includes CONTRACT Labor for all Engineering, Agency Coordination, and Project Management)	\$16,611.50
CROSSING CONTROL CIRCUIT DESIGN (Phase 1)	\$9,418.20
CIVIL / STRUCTURAL ENGINEERING (Phase 1) (Includes Costs For Services Provided by TY Lin)	\$0.00
CONSTRUCTION ENGINEERING INSPECTION (Estimated Construction Engineering Inspection cost based on 4 days @ \$1500 per day)	\$6,000.00
UTILITY CROSSING (1 new utility crossings @ \$4000 per crossing. Includes application, engineering review, and right of entry)	\$4,000.00
RIGHT OF ENTRY FEE (Right of Entry Fee of \$1,500 is valid for 60 days. After 60 days, additional fees of \$750 per 30 days are required.)	\$1,500.00
FLAGGING SERVICES (Estimated Flagging Services cost based on 10 days @ \$1050 per day)	\$10,500.00
AC POWER SERVICE (Includes all Power Service Charges not included in other costs)	\$0.00
OTHER (C&M Processing Fee)	\$5,000.00
TOTAL ESTIMATE COST	\$234,936.75 (USD)

DATE: 12/22/2015

RESPONSIBLE PARTY:

Name: City of Reedley
Number: TBD
Contact: TBD

NOTE: This Estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower, resource availability, and other factors known as of the date prepared. The actual cost for Railroad work may differ based upon the agency's requirements, their contractors work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work. If any extended time elapses from the date of this Estimate, the Railroad will reserve the right to update the estimate to current price values, and require agency's approval before any work by Railroad will commence.

Exhibit C
Insurance Requirements

The coverage afforded hereunder shall include the liability assumed by the named insured under the following indemnification provisions contained in an agreement in writing between the named insured and SAN JOAQUIN VALLEY RAILROAD CO., covering work to be performed upon or adjacent to its property Mile Post 229.40, quoted herein below for convenience:

IF ALLOWED BY LAW, ROADWAY AUTHORITY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS RAILWAY, ITS AFFILIATED AND PARENT COMPANIES, AND THEIR RESPECTIVE OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITIES OF EVERY KIND (INCLUDING REASONABLE ATTORNEYS' FEES, COURT COSTS, AND OTHER EXPENSES RELATED THERETO) FOR INJURY TO OR DEATH OF A PERSON OR FOR LOSS OF OR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH ANY WORK DONE, ACTION TAKEN OR PERMITTED BY THE AGENCY, ITS SUBCONTRACTORS, AGENTS OR EMPLOYEES UNDER THIS CONTRACT. IT IS ACKNOWLEDGED BY RAILWAY, THAT THE ROADWAY AUTHORITY IS SELF INSURED.

IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, AGENCY AND RAILWAY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFIES RAILWAY FOR ITS OWN NEGLIGENCE, WHETHER THAT NEGLIGENCE IS ACTIVE OR PASSIVE, OR IS THE SOLE OR A CONCURRING CAUSE OF THE INJURY, DEATH OR DAMAGE; PROVIDED THAT SAID INDEMNITY SHALL NOT PROTECT RAILWAY FROM LIABILITY FOR DEATH, INJURY OR DAMAGE ARISING SOLELY OUT OF THE CRIMINAL ACTIONS OF RAILWAY, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS STIPULATED BY THE PARTIES THAT RAILWAY OWES NO DUTY TO AGENCY, ITS CLIENT, OR THEIR DIRECTORS, OFFICERS, EMPLOYEES AGENTS OR INVITEES TO PROVIDE A REASONABLY SAFE WORK PLACE AND THAT ALL PARTIES ENTERING ONTO RAILWAY PROPERTY DO SO AT THEIR SOLE RISK.

The policy or policies shall provide coverage in amount of not less than Two Million Dollars (\$2,000,000) combined single limit for all damages arising out of bodily injury to or death of persons and for loss of or damage to property.

The policy or policies, where applicable and available, shall contain Insurance Services Office Standard Endorsement CG 2417. The policy must contain a waiver of subrogation in favor of the railroad and the Cities insurance coverage is primary.

No cancellation of this policy or modification of the coverage afforded under this endorsement shall be effective until ten (10) days' notice thereof has been given to: SAN JOAQUIN VALLEY RAILROAD (SJVR); Attn.: Property Management Dept., 221 N. "F" Street, P.O. Box 937, Exeter, CA 93221 AND Genesee & Wyoming, Attn: Larry Romaine, 13901 Sutton Park Drive South, Suite 345C, Jacksonville, FL 32224

The policy as outlined herein shall name Railway and as an additional insured.

The policy as outlined herein shall name Railway and affiliates as listed below as additional insured with respect to F.E.L.A. coverage, and/or if applicable under the laws of the State in which the work is performed.

The policy as required herein shall name SAN JOAQUIN VALLEY RAILROAD CO. and all of its affiliated companies, including Genesee & Wyoming, Inc., as insureds.

Railway requires that each Insurance Carrier providing coverage must be an Admitted

RE Contract: _____

RR Project#: 15SJVR03R

XORAIL#: VEM15-38985

Company in the State for which this Agreement is written and has an A.M. Best rating of "A" or better and a financial class rating of 10 or better.

Prior to the performance of any work upon or adjacent to Railway's property under this Agreement:

- (a) Roadway Authority shall furnish Railway, at Roadway Authority expense, a certified copy of a public liability and property damage liability insurance policy issued in the name of Roadway Authority covering the contractual liability assumed by Roadway Authority. The form, substance, and limits of said insurance policy shall be subject to the approval of Railway and shall be in compliance with the provisions contained herein. It is acknowledged by Railway that the Roadway Authority is self-insured.
- (b) Roadway Authority shall furnish Railway, at Roadway Authority expense, a certificate of Workers Compensation coverage, including Federal Employee Liability Act coverage if applicable, for its workers and subcontractors in accordance with the requirements of the State or States in which said work is to be performed. It is acknowledged by Railway that the Roadway Authority is self-insured.
- (c) Roadway Authority shall furnish a policy of Railway Protective coverage in the amount of Two million and no/100 dollars (\$2,000,000.00) per occurrence, Six million and no/100 dollars (\$6,000,000.00) aggregate with named insured as outlined herein. **WARNING: ONLY A POLICY OF RAILROAD PROTECTIVE INSURANCE WHICH SPECIFICALLY NAMES SAN JOAQUIN VALLEY RAILROAD CO. AND ALL ITS AFFILIATED COMPANIES, INCLUDING GENESSE & WYOMING, INC., AS THE INSUREDS IS ACCEPTABLE AND A COPY OF SAID POLICY MUST BE RECEIVED PRIOR TO THIS PERMIT BEING APPROVED ON BEHALF OF RAILWAY.** It is acknowledged by Railway that the Roadway Authority is self-insured.

Roadway Authority shall keep said insurance in full force and effect until all work to be performed upon or adjacent to the Premises under said contract is completed to the satisfaction of and accepted by Railway and thereafter until Roadway Authority has fulfilled the provisions of this Agreement with respect to the removal of tools, equipment and materials from the Premises. It is acknowledged by Railway that the Roadway Authority is self-insured.



REEDLEY CITY COUNCIL


- ☒ **Consent**
- ☐ **Regular Item**
- ☐ **Workshop**
- ☐ **Closed Session**
- ☐ **Public Hearing**


ITEM NO: 120

DATE: June 14, 2016

TITLE: ADOPT RESOLUTION NO. 2016-061 PERTAINING TO THE SAN JOAQUIN VALLEY RAILROAD CROSSING ADJACENT TO THE REED AVENUE AND NORTH AVENUE INTERSECTION

- A) GRANTING AUTHORITY TO THE CITY MANAGER TO SIGN THE CONSTRUCTION AND MAINTENANCE AGREEMENT BETWEEN THE CITY OF REEDLEY AND THE SAN JOAQUIN VALLEY RAILROAD FOR IMPROVEMENTS TO THE RAILROAD INFRASTRUCTURE ASSOCIATED WITH THE REED AVENUE IMPROVEMENTS PHASE 1 PROJECT
- B) GRANTING AUTHORITY TO SIGN A LETTER OF AGREEMENT FOR THE MAINTENANCE OF SIDEWALK WITHIN THE RAILROAD RIGHT OF WAY

SUBMITTED: John S. Robertson, P.E. 
City Engineer

APPROVED: Nicole R. Zieba 
City Manager

RECOMMENDATION

Staff recommends that the City Council adopt Resolution No. 2016-061 taking the following actions:

- A) Granting authority to the City Manager to sign the construction and maintenance agreement between the City of Reedley and the San Joaquin Valley Railroad for improvements to the railroad infrastructure associated with the Reed Avenue Improvements Phase 1 project.
- B) Granting authority to the City Manager to sign a letter agreement for the maintenance of sidewalk within the railroad right of way.

EXECUTIVE SUMMARY

The Reed Avenue Improvements - Phase 1 project (Project) requires improvements and modifications to the San Joaquin Valley Railroad (SJVRR) rail road crossing adjacent to the intersection of Reed and North Avenues. In order to construct the roundabout at this intersection the SJVRR required additional improvements to the vehicle warning systems at the railroad crossings of Reed and Manning Avenues that will provide an additional measure of safety. The City is responsible for the cost of these improvements which are eligible for reimbursement from the federal funding received for the Project.

Additionally, the SJVRR requested that the City enter into an agreement for the maintenance of the sidewalk that extends through the railroad right of way due to the fact that the City was requesting a concrete surface as opposed to the SJVRR standard of asphalt concrete. The City will be responsible for all repairs to this surface

BACKGROUND

Due to the fact that the rail road right of way is within the limits of the project, the City is required to enter into an agreement with the railroad prior to the start of construction to address any impacts to the railroad that are unavoidable. After reviewing the project, the SJVRR requested additional improvements to their warning system in order to coordinate the operation of the crossing warning system with roundabout standard operations. The required improvements include the installation of track circuitry, new LED lights assemblies for the flasher units, and new track wires and related crossing safety equipment at Reed Avenue, and circuit upgrades at Manning Avenue.

During construction of the Project the SJVRR will perform the required work within their right of way and bill the City for the improvement costs. If flagging is required during a train event the flagger will be provided by the SJVRR at the City's expense.

Additionally, the SJVRR requested that the City enter into a maintenance agreement for the long-term care of the concrete sidewalk that is to be placed within their right of way. Typically, the SJVRR requires that any pedestrian access through their right of way be constructed of asphalt concrete. For aesthetic purposes and to provide continuity of surface material for pedestrians, the City requested that concrete be used. The sidewalk agreement requires that the City maintain and repair, at the City's expense, any damage to the sidewalk within the SJVRR right of way.

FISCAL IMPACT

All costs associated with the Project are reimbursable from federal grants received for the project. Required matching funds will come from Measure C or development impact fees.

PRIOR COUNCIL ACTIONS: N/A

ATTACHMENTS:

1. Resolution No. 2016-061
2. San Joaquin Valley Railroad Construction and Maintenance Agreement
3. Sidewalk Maintenance letter agreement

RESOLUTION NO. 2016-061

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REEDLEY GRANTING AUTHORITY TO THE CITY MANAGER TO SIGN AND ENTER INTO A CONSTRUCTION AND MAINTENANCE AGREEMENT, AND A SIDEWALK MAINTENANCE AGREEMENT WITH THE SAN JOAQUIN VALLEY RAILROAD FOR IMPROVEMENTS CONSTRUCTED BY THE SAN JOAQUIN VALLEY RAILROAD AND MAINTENANCE OF THE CONCRETE SIDEWALK INSTALLED WITHIN THE RAILROAD RIGHT OF WAY AT THE CROSSING ADJACENT TO REED AVENUE AND NORTH AVENUE

WHEREAS, the City of Reedley proposes to construct roadway improvements that impact the railroad crossing adjacent to the intersection of Reed and Manning Avenues; and

WHEREAS, the San Joaquin Valley Railroad currently holds an interest in real property at Railroad Mile Post 229.40 and operates and maintains the crossing arms and other infrastructure related to the crossing warning system; and

WHEREAS, on June 14, 2016 the City held a public meeting at the City of Reedley Council Chamber, at 845 "G" Street and received a staff report, staff presentation and accepted public comments.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The foregoing recitals are true and correct and incorporated herein by reference; and
2. The City Council hereby grants the City Manager authority to sign the Construction and Maintenance Agreement; and
3. The City Council hereby grants the City Manager authority to sign the Sidewalk Letter Maintenance Agreement; and
5. This resolution is effective upon adoption.

This foregoing resolution is hereby approved the 14th day of June, 2016, by the following vote:

AYES: Betancourt, Beck, Fast, Rodriguez, Soleno.

NOES: None.

ABSTAIN: None.

ABSENT: None.



Ray Soleno, Mayor

ATTEST:



Sylvia B. Plata, City Clerk

